

# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors GLORIA MOLINA First District

MARK RIDLEY-THOMAS Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

September 10, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

### **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

14 September 10, 2013

SACHI A. HAMAI EXECUTIVE OFFICER

SEVEN-YEAR LEASE AMENDMENT
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
4060 WATSON PLAZA DRIVE, LAKEWOOD
(FOURTH DISTRICT)
(3 VOTES)

#### **SUBJECT**

A seven-year lease amendment for 71,450 rentable square feet of office space and 294 parking spaces for the Department of Children and Family Services, Service Planning Area VIII Regional Office.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed lease amendment is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
- 2. Approve and instruct the Chairman to sign the seven-year lease amendment with Snyder Southbay Partners, LLC (Lessor). The amendment will provide the Department of Children and Family Services uninterrupted use of 71,450 rentable square feet of office space and 294 surface parking spaces. The lease will be effective the first day of the calendar month immediately following the date of Board approval. The maximum annual total lease cost is \$2,040,612. The lease costs are approximately 69 percent funded by Federal and State revenue and 31 percent net County cost.
- 3. Authorize the Chief Executive Officer and the Director of Children and Family Services to implement the project.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Children and Family Services (DCFS) has provided comprehensive child protection services from the subject facility since 1992. The facility serves as a regional office for Service Planning Area 8 with a staff of 479, which includes 463 DCFS staff plus 16 other County department and non-County staff. DCFS services currently include Adoptions, Revenue Enhancement, Family Group, and the Mental Health/Children Services collaboration.

The program was approved for 85,241 square feet of office space, however, the cost to relocate the program would be prohibitively expensive. By renewing the term, the department will avoid the expense of tenant improvements (TI), telecommunications, and low voltage wiring at a new location.

The proposed amendment will provide DCFS continued occupancy and uninterrupted delivery of services and programs to the target population at a reduced rental rate and under a full-service gross lease structure. The new rent structure will eliminate the need to separately pay operating expenses, utility costs, and reserves currently payable by the County. The Lessor, at its sole cost, has provided upgrades to the base building and the Lessee's premises and will provide further upgrades to prepare the premises for the extended lease term and meet Americans with Disability Act (ADA) requirements.

#### <u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of process, structure, and operations to support timely delivery of customeroriented and efficient public service and the Goal of Fiscal Sustainability (Goal 2) directs that we strengthen and enhance the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship. The proposed lease supports these goals with a facility to support services to children and families, as further outlined in Attachment A.

#### FISCAL IMPACT/FINANCING

The initial annual base rent of \$2,040,612, plus the cost of separately metered electricity for the Lessee's sole supplemental cooling unit in the Main Communications Room (MCR) comprise the total annual lease costs for the facility, which represents a 10 percent reduction of the lease costs. Additionally, the full-service gross lease structure accommodates future departmental planning and efficient property management by eliminating operating expense management by the County. The Lessor is firm that the foregoing deal points will only be possible with a lease cancellable after 72 months of the lease term.

Sufficient funding for the proposed lease is included in the Fiscal Year (FY) 2013-14 Rent Expense budget and will be charged back to DCFS. DCFS has sufficient funding in its FY 2013-14 operating budget to cover the projected lease costs which are approximately 69 percent funded by Federal and State revenue and 31 percent net County cost. Attachment B is an overview of the lease changes.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment will provide DCFS uninterrupted use of 71,450 square feet of office space and 294 surface parking spaces included in the base rent. The lease includes the following provisions:

The Honorable Board of Supervisors 9/10/2013
Page 3

- A seven-year lease term. The rent will commence on the first day of the calendar month immediately following adoption by the Board of Supervisors (commencement date).
- A full-service gross lease structure whereby the Lessor will be responsible for all operating costs associated with the Lessee's occupancy excluding the cost of separately metered electricity for Lessee's sole supplemental cooling unit in the Main Communications Room.
- The Lessee will have the right to cancel the amended lease at or any time after 72 months of the lease term upon 180 days prior written notice.
- Lessor, at its cost, has performed base building improvements and premises upgrades, and will complete additional upgrades subject to ADA and County specifications within 90 days of the commencement date.
- Annual fixed rental adjustments of 3.5 percent.
- Pursuant to the existing lease, the Lessee will have one five-year option to renew the lease at 90 percent of fair market rental value.

The Chief Executive Office (CEO) Real Estate staff surveyed the immediate area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Based upon the survey, staff has established that the annual rental range for similar space is between \$34.96 and \$42.76 per square foot on a full-service gross basis, including parking. Therefore, the proposed annual rental rate of \$28.56, including parking, is below the range of the full-service gross market rates for this area. Attachment C shows all County-owned and leased facilities within a five-mile radius of the subject facility and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works inspected the facility and has found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402. The preparation of premises work will be completed in compliance with the ADA and applicable building codes. Additionally, the Lessor has ensured path of travel requirements have been or will be met.

A childcare facility is not feasible for the department at the proposed leased premises.

#### **ENVIRONMENTAL DOCUMENTATION**

Find that the proposed lease amendment is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15301 of the State California Environmental Quality Act Guidelines (Existing Facilities).

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will allow DCFS to continue to provide the necessary office space for this County requirement and the department concurs with the proposed recommendation.

The Honorable Board of Supervisors 9/10/2013 Page 4

#### **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed lease, the adopted, stamped Board letter and two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012.

Respectfully submitted,

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:RLR:CMM CEM:MM:gw

**Enclosures** 

Executive Office, Board of Supervisors

 County Counsel
 Auditor-Controller
 Children and Family Services

 Internal Services

### DEPARTMENT OF CHILDREN AND FAMILY SERVICES 4060 WATSON PLAZA DRIVE, LAKEWOOD

#### Asset Management Principles Compliance Form<sup>1</sup>

<u>Oc</u>	<u>cupancy</u>	Yes	No	N/A				
Α	Does lease consolidate administrative functions? <sup>2</sup>			Х				
В	Does lease co-locate with other functions to better serve clients? <sup>2</sup> The Department will continue to use the building exclusively for DCFS programs. However, this Regional Office does include 16 other County department and non-County staff.	X						
С	Does this lease centralize business support functions? <sup>2</sup>			Х				
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> 161/sq. ft., of space for 444 staff. This is the only financially feasible facility available within the area specified in the Space Request Evaluation (SRE), as the tenant department cannot afford to move to another location even if an alternate facility were available.		х					
Ca	<u>Capital</u>							
Α	Is it a substantial net County cost (NCC) program? 31% NCC	Х						
В	Is this a long term County program?			Х				
С	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		Х					
D	If no, are there any suitable County-owned facilities available?		Х					
Е	If yes, why is lease being recommended over occupancy in County-owned space?			Х				
F	Is Building Description Report attached as Attachment C?	Х						
G	Was build-to-suit or capital project considered? <sup>2</sup> Insufficient funds and the time to locate and improve an alternate facility, if one were available.		х					
Po	Portfolio Management							
Α	Did department utilize CEO Space Request Evaluation (SRE)?	Х						
В	Was the space need justified?	Х						
С	If a renewal lease, was co-location with other County departments considered?			Х				
D	Why was this program not co-located?			Х				
	1 The program clientele requires a "stand alone" facility.							
	2. X No suitable County occupied properties in project area.							
	3. X No County-owned facilities available for the project.							
	4 Could not get City clearance or approval.							
	5 The Program is being co-located.							
Е	Is lease a full service lease? <sup>2</sup>	X						
F	Has growth projection been considered in space request?	Х						
1 _	Has the Dept. of Public Works completed seismic review/approval?	X						
G								

### FISCAL IMPACT/FINANCING OVERVIEW OF LEASE CHANGES

4060 WATSON PLAZA DRIVE	EXISTING LEASE AS AMENDED	PROPOSED AMENDMENT	CHANGE		
Area (Square feet)	71,450	71,450	None		
Term	5 years (01/08/08 – 01/07/13)	7 years (upon Board adoption)	+ 2 years		
Annual Base Rent	\$1,423,284 (\$19.92/sq. ft.)	\$2,040,612 (\$28.56 per sq. ft.)	+\$617,328 (\$8.64/sq. ft.)		
Annual Operating Expense Rent	\$557,310 (\$7.80/sq. ft.)	None	-\$557,310 (\$7.80/sq. ft.)		
Annual Utilities*	\$282,942 (\$3.96/sq. ft.)	None	-\$282,942 (\$3.96/sq. ft.)		
Base TI Allowance** (non-reimbursable)	\$357,250 (\$5.00/sq. ft.)	None	-\$357,250 (\$5.00/sq. ft.)		
Additional TI Allowance	\$150,000 (\$2.10/sq. ft.)	None	-\$150,000 (\$2.10/sq. ft.)		
Cancellation	None	Any time after 72 months upon 180 days prior written notice	+After 72 months upon 180 days prior written notice		
Parking (included in rent)	294	294	None		
Parking (supplemental)***	50 spaces (\$24,000/year)	50 spaces (\$24,000/year)	None		
Option to Renew	One five-year option	One five-year option	+One five-year option		
Annual Base Rental Adjustment	3 percent fixed	3.5 percent fixed	+ 0.5 percent		
Annual Operating Expense Rent Adjustment	Capped at 5 percent	None	-Annual Operating Expense Rent Adjustment		

<sup>\*</sup> The annual utilities reflect actual cost. The Lessee will be responsible the cost of one 5-ton air conditioning unit dedicated to cooling the Lessee's Main Communications Room (MCR).

<sup>\*\*</sup> The Landlord, at its cost, has provided upgrades to the base building and the County's premises to prepare for the new lease term. The landlord, at its cost, will also provide further upgrades upon approval of the Lease to include American with Disabilities Act (ADA) compliance, new paint, carpet squares where needed, reconfiguration of the security guard reception, and upgrades to the reception area with an enclosed counter and glass partition built to Tenant's specifications.

<sup>\*\*\*</sup> The County provides 50 supplemental parking spaces at an adjacent facility currently utilized by the County under a separate License Agreement.

## DEPARTMENT OF CHILDREN AND FAMILY SERVICES 4060 WATSON PLAZA DRIVE, LAKEWOOD

Five-mile radius search from 4060 Watson Plaza Drive, Lakewood

LACO	FACILITY NAME	FACILITY ADDRESS	BLDG.	OWNERSHIP	ТВ	TB	GROSS	NET	VACANT
			USE		PAGE	GRID	SQFT	SQFT	SQFT
									l
5867	PUBLIC LIBRARY-ANGELO M IACOBONI LIBRARY	4990 CLARK AVE, LAKEWOOD 90712	LIBRARY	GROUND LEASE	766	B3	22,000	20,762	NONE
A350	DEPT OF ANIMAL CARE AND CONTROL HEADQUARTERS	5898 CHERRY AVE, LONG BEACH 90808	OFFICE	OWNED	765	G2	12,450	9,897	NONE
A547	ASSESSOR-SOUTH DISTRICT OFFICE BUILDING	1401 E WILLOW ST, SIGNAL HILL 90755	OFFICE	LEASED	795	F3	34,051	29,284	NONE
A468	DMH-LONG BEACH ASIAN	4510 E PACIFIC COAST HWY, LONG BEACH 90804	OFFICE	LEASED	796	A5	10,334	9,817	NONE
Y216	PUBLIC LIBRARY-PARAMOUNT LIBRARY	16254 COLORADO AVE, PARAMOUNT 90723	LIBRARY	OWNED	735	G5	8,750	7,426	NONE
B600	PUBLIC LIBRARY-GEORGE NYE, JR LIBRARY	6600 DEL AMO BLVD, LAKEWOOD 90713	LIBRARY	LEASED	766	E4	7,100	6,136	NONE
A020	SHERIFF-FIELD OPERATIONS REGION II	3010 E VICTORIA ST, RANCHO DOMINGUEZ 90221	OFFICE	LEASED	765	B1	14,040	10,668	NONE
A681	PUBLIC LIBRARY-HAWAIIAN GARDENS LIBRARY	11940 E CARSON ST, HAWAIIAN GARDENS 90716	LIBRARY	GRATIS GROUND LEASE	766	H6	5,585	5,306	NONE
A959	DPSS-PARAMOUNT AP DISTRICT/GAIN PROGRAM REG V	2959 E VICTORIA ST. RANCHO DOMINGUEZ 90221	OFFICE	LEASED	765	B1	54.000	44.280	NONE

#### AMENDMENT NO. 5 TO LEASE NO. 65889 4060 WATSON PLAZA DRIVE, LAKEWOOD

THIS AMENDMENT NO. 5 TO LEASE AGREEMENT NO. 65889 ("Amendment No. 5") is made, entered and dated as of this 10th day of September ("Execution Date"), 2013 by and between SNYDER SOUTHBAY PARTNERS, LLC, a Delaware limited liability company ("Lessor"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Lessee")."

#### **RECITALS:**

WHEREAS, a lease by and between Watson Land Company as Lessor and the County of Los Angeles as Lessee was executed March 10, 1992 (the "Lease"), pursuant to which Lessor leased to Lessee those certain Premises located at 4060 Watson Plaza Drive, Lakewood, California, consisting of approximately 59,850 rentable square feet of office space, (the "Premises") and;

WHEREAS, Amendment No. 1 to Lease No. 65889, executed October 20, 1992, among other points, increased the Premises to approximately 71,450 rentable square feet and Lessee's parking spaces to 294, and;

WHEREAS, Amendment No. 2 to Lease No. 65889, executed November 3, 1993, provided for the purchase of additional systems furniture and;

WHEREAS, Amendment No. 3 to Lease No. 65889, executed July 16, 2002, among other points, provided for exercise of Lessee's option to renew the Lease term for an additional five years, an additional option to renew the Lease term for an additional five years, and Lessee's direct payment of water, gas and electric utilities for the Premises and an Operating Expense rental adjustment, and;

WHEREAS, Amendment No. 4 to Lease No. 65889, executed January 8, 2008, among other points, amended the terms of the Lease to extend the term and upgrade the Premises for the County's use, and;

WHEREAS, Snyder Southbay Partners, LLC, a Delaware limited liability company, is the lawful successor-in-interest to Watson Land Company, and Snyder Southbay Partners, LLC, retains all rights and responsibilities granted as a result thereof, and:

WHEREAS, Lessor acknowledges that the terms of this Amendment No. 5 to Lease No. 65889 will not become effective until the first day of the calendar month immediately following such time that said Amendment is adopted by the Board of Supervisors of the County of Los Angeles ("Effective Date"), and;

WHEREAS, Lessor and Lessee desire to, among other points, amend the terms of the Lease to extend the term, re-structure the lease to a full service gross lease, reduce the monthly rental rate, and upgrade the Premises for the County's use.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

- 1. <u>TERM</u>: Paragraph 2.A., ORIGINAL TERM, is hereby amended such that the term of this Lease, as previously amended, is hereby extended such that it shall end seven years after the Effective Date, unless cancelled or otherwise terminated in accordance with the provisions of the Lease.
- 2. <u>TERM</u>: Paragraph 2.B., Options to Renew, as previously amended, is hereby amended such that the Option to Renew is personal to Lessee and may not be exercised by an assignee of this Lease, if any, without the prior written consent of Lessor, which consent may be withheld in its sole discretion.
- 3. <u>RENT</u>: Paragraph 3, RENT, is hereby deleted in its entirety and the following is substituted therefor:

Lessee hereby agrees to pay as Base Rent for the Premises the sum of \$170,051.00, or \$2.38 per rentable square foot, per month. All payments are payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof, provided Lessor has submitted a claim therefor for each such month to Lessee. Lessor shall be responsible to file Lessor's claim with the Auditor of the County of Los Angeles prior to the first day of each month.

4. <u>UTILITIES:</u> Paragraph 10, UTILITIES, is hereby deleted in its entirety and the following is substituted therefor:

Except as set forth in Section 8(a)(ii) herein, Lessor agrees to pay when due all charges for the use of the sewer, effluent treatment, and when and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection with the demised Premises during the term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters.

In the event Lessor fails or refuses to pay any or all of the charges when due, Lessee may, as its sole remedy, give Lessor ten (10) calendar days prior written notice, and thereafter pay directly such charges and deduct the actual payments made to the applicable utility companies from the installments of rent next due as a charge against the Lessor.

5. <u>RENTAL ADJUSTMENT</u>: Paragraph 19, RENTAL ADJUSTMENT, Subparagraphs A. Base Rent Adjustment Period, B. Base Rent Adjustment

Formula, and C. General Provisions, are hereby amended such that wherever three percent (3%) appears, three and one-half percent (3.5%) shall be substituted therefor.

- 6. <u>RENTAL ADJUSTMENT</u>: Paragraph 19, RENTAL ADJUSTMENT, Subparagraph D., Operating Expense Rent Adjustment is hereby deleted.
- 7. <u>CANCELLATION</u>: Paragraph 5, CANCELLATION, is hereby added therefor:

Lessee shall have the right to cancel this Lease at or any time after seventy-two (72) months of the Lease term by giving Lessor not less than one-hundred eighty (180) days prior written notice by Chief Executive Office letter.

- 8. <u>PREPARATION OF PREMISES</u>: Paragraph 31, PREPARATION OF PREMISES, is hereby deleted in its entirety and the following is substituted therefor:
  - (a) Lessor, within 10 days after receipt of a duly executed copy of this Amendment No. 5, at its sole cost and expense, shall commence the following tenant improvements (collectively, "Preparation of Premises"):
  - (i) Replacement of stained or damaged carpet tiles throughout the Premises upon the mutual agreement of both Lessor and Lessee;
  - (ii) Installation of a five-ton supplemental heating, ventilation, and air-conditioning system to support Lessee's Main Communications Room. Within thirty (30) days after receipt of Lessor's invoice, Lessee shall reimburse Lessor One Hundred Percent (100%) of the actual electrical cost to operate such supplemental unit based on the monthly readings of the usage on the e-mon d-mon unit;
  - (iii) Remodeling of the reception area and installation of an ADA-compliant counter pursuant to Lessee's plans and specifications; and
  - (iv) Completion of ADA compliant repairs to the exterior entry, first floor lobby, and restrooms of the Premises.

Lessor shall perform all Preparation of Premises work after normal business hours and on weekends. Lessor shall complete the Preparation of Premises work within ninety (90) days of the Lease Commencement Date (the "Completion Deadline").

- (b) The Completion Deadline shall be delayed on a one-to-one basis for each day Lessor's Preparation of Premises is delayed by:
  - (i) Acts or omissions of Lessee or of any employees or agents of Lessee (including without limitation change orders in the work), or

- (ii) Any act of God which Lessor could not have reasonably foreseen and not taken any reasonable mitigation measures against, or
- (iii) Any strikes, boycotts or like obstructive acts by employees or agents of Lessor or labor organizations which Lessor could not overcome with reasonable effort and could not reasonably have foreseen and not taken any reasonable mitigation measures against, or
- (iv) Any war or declaration of a state of national emergency, or
- (v) The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Building and/or Premises.
- (c) In the event Lessor should fail, neglect or refuse to commence work on the Preparation of Premises as required by this Paragraph 31, or fail, neglect or refuse to pursue the Preparation of Premises with reasonable diligence to completion, then Lessee at its sole discretion may perform, or cause to be performed, said Preparation of Premises, and deduct the cost thereof from the installments of rent next due as a charge to the Lessor.

Except as "grandfathered" in as recognized by relevant government authorities, or otherwise deemed as a legal non-conforming use, due to compliance with prior codes, regulations and ordinances, the Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy before the Preparation of Premises shall be deemed complete.

If the Preparation of Premises has not been completed within ninety (90) days from the Lease Commencement Date, Lessee may, at its option, so long as Lessee did not cause or contribute to any such delay in the Preparation of Premises: (i) notify Lessor in writing that the Preparation of Premises was not completed within the time period set forth above, and if Lessor fails to complete the Preparation of Premises within thirty (30) days of receiving Lessee's notice, Lessee has the right to cancel the Lease; or (ii) upon thirty (30) days written notice to Lessor, perform the Preparation of Premises itself.

- (d) If Lessee elects to perform the Preparation of Premises work itself, then:
  - (i) Lessee, its officers, employees, agents, contractors and assignees, shall have free access to the Premises at all reasonable times for the purpose of the Preparation of Premises and for any other purposes reasonably related thereto; and

- (ii) Rent shall be reduced by Lessee's total expense in providing the Preparation of Premises, including any financing charges for capital and a reasonable amount for Lessee's administrative costs, and including without limitation interest at the rate of ten percent (10%). The rent reduction schedule shall be as mutually agreed between the parties or, if no such agreement is made, Lessee's total expense shall be fully amortized in equal monthly amounts over the remaining Lease term.
- 9. Wherever a conflict exists between the terms of this Amendment No. 5 and prior amendments, or the original Lease, the terms and conditions of this Amendment No. 5 shall prevail. All other terms and conditions of the Lease remain unchanged and are hereby reaffirmed as in full force and effect.

IN WITNESS WHEREOF, the Lessor has executed this Amendment No. 5 to Lease Agreement No. 65889, or caused it to be duly executed, and the Lessee by order of its Board of Supervisors, has caused this Amendment No. 5 to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof on the day, month, and year first above written.

LESSOR:

SNYDER SOUTHBAY PARTNERS, LLC, a Delaware limited liability company

I hereby certify that pursuent to Section 25103 of the Government Code delivery of this document has been made SACHIA. HAMAI **Executive** Officer

Clerk of the Board of Supervisors

Sachi A. Hamai **Executive Officer** 

ATTEST: Board of Supervisors ESSEE:

COUNTY OF LOS ANGELES a body politic and corporate

Chairman, Board of Supervisors

APPROVED AS TO FORM:

John F. Krattli County Counsel

4060Amd5

XECUTIVE OFFICER